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HUSBAND AND WIFE — CONTRACTS BETWEEN HUSBAND AND WIFE — EFFECT OF ADULTERY OF WIFE UPON HER RIGHTS UNDER SEPARATION AGREEMENT. — By the terms of a separation agreement the defendant promised to pay to the plaintiff a certain sum monthly for her support. There was no express condition that she remain chaste. The plaintiff thereafter was guilty of adultery, and later sued for an installment under the agreement. *Held*, that the plaintiff cannot recover. *Roth v. Roth*, 138 N. Y. Supp. 573 (Ct. Gen. Sess., Oneida County).

A wife loses her common-law right to support when she is guilty of adultery. *Gill v. Read*, 5 R. I. 343; *Hunter v. Boucher*, 3 Pick. (Mass.) 289. Therefore while failure to support a wife would ordinarily be criminal, the wife's adultery will afford a defense. *State v. Schweitzer*, 57 Conn. 532, 18 Atl. 787; *People v. Brady*, 34 N. Y. Supp. 1118. The guilty wife cannot maintain a suit for separation and an allowance. *Doe v. Roe*, 23 Hun (N. Y.) 19; *Hawkins v. Hawkins*, 193 N. Y. 409. And where a separate allowance has been decreed subsequent guilt will prevent her from enforcing the obligation. *Severn v. Severn*, 14 Grant Ch. (U. C.) 150. Since the wife's right to support is based on the marriage relation, it would seem to be a sound public policy to refuse to enforce it when she has been guilty of such a serious offense against the relation. But where the right to support depends entirely on a contractual obligation, and adultery is not expressly made a condition of forfeiture in the separation agreement, to imply such a condition would not necessarily carry out the intention of the parties. *Charlesworth v. Holt*, L. R. 9 Exch. 38. Nor would public policy seem to demand a forfeiture of the wife's contractual rights. *Fearon v. Earl of Aylesford*, 14 Q. B. D. 792. The authorities seem to be uniformly opposed to the holding of the principal case. *Dixon v. Dixon*, 23 N. J. Eq. 316; *Sweet v. Sweet*, [1895] 1 Q. B. 12. And the wife has not been deprived of her contract rights even when there has been a subsequent divorce because of her adultery. *Charlesworth v. Holt*, *supra*.

ILLEGAL CONTRACTS — CONTRACTS AGAINST PUBLIC POLICY — COMPENSATION OF DETECTIVE BUREAU TO DEPEND UPON SUCCESS. — The plaintiff agency was employed to detect larcenies in the defendant's factory. A regular monthly sum was to be paid for their services with an additional compensation if the thieves were discovered and brought before the defendants with the goods in their possession. The plaintiff sued for services under the contract. *Held*, that the plaintiff cannot recover. *Manufacturers' & Merchants' Inspection Bureau v. Everwear Hosiery Co.*, 138 N. W. 624 (Wis.).

The contract is held void as tending to perjury. Analogous cases of contracts to procure evidence have sometimes been declared illegal, when compensation depended on the satisfactory nature of the testimony produced, or the successful determination of the suit. *Stanley v. Jones*, 7 Bing. 369; *Gillett v. Board of Supervisors of Logan County*, 67 Ill. 256. More closely analogous, however, are reward contracts. These are not illegal even where the reward is for arrest and conviction. See *Furman v. Parke*, 21 N. J. L. 310, 313; *Loring v. City of Boston*, 48 Mass. 409, 411. Public officers as well as private individuals if not already under duty to accomplish the result desired may recover rewards. *Morrell v. Quarles*, 35 Ala. 544; *England v. Davidson*, 3 P. & D. 594. So may one who employs detectives. *Wilmoth v. Hensel*, 151 Pa. St. 200, 25 Atl. 86. It is true that the present contract is a secret one. Hence its performance will not be subject to public scrutiny, and it does not tend, by arousing the public, to deter criminals from future offenses. But this seems of little weight, nor does the inducement to commit perjury appear to be greater in a promise to pay for the detection of any crime that may be committed against the promisor than in a reward offered for the detection of a particular crime already com-